

COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

This declaration is of the following type:

- original
- divisional
- continuation
- continuation-in-part

INVENTORSHIP IDENTIFICATION

My residence, post office address and citizenship are as stated below next to my name. I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

APPARATUS AND METHODS FOR EXPANDING TUBULARS IN A WELLBORE

SPECIFICATION IDENTIFICATION

The specification of which:

- is filed herewith
- was filed on April 6, 2001, under Serial No. 09/828,508, executed on even date herewith; or
- Express Mail No.(as Serial No. not yet known) and was amended on (if applicable)
- was described and claimed in PCT International Application No. filed on and as amended under PCT Article 19 on

ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information I know to be material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56, and which is material to the examination of this application; namely, information where there is a substantial likelihood that a reasonable Examiner would consider it important in deciding whether to allow the application to issue as a patent.

In compliance with this duty there is attached an Information Disclosure Statement in accordance with 37 CFR §1.98.

PRIORITY CLAIM (35 U.S.C. §119)

I hereby claim foreign priority benefits under Title 35, United States Code, §119, of any provisional or foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below, and have also identified below any provisional or foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed.

No such applications have been filed.
 Such applications have been filed as follows:

A. Prior foreign/PCT application(s) filed within 12 mos. (6 mos. for design) prior to this application, and any priority claims under 35 USC §119

| <u>Country/PCT</u> | <u>Application Number</u> | <u>Date Filed</u> | <u>Priority Claimed</u> |
|--------------------|---------------------------|-------------------|--|
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

B. All foreign application(s), if any, filed more than 12 mos. (6 mos. for design) prior to this U.S. application

| <u>Country/PCT</u> | <u>Application Number</u> | <u>Filing Date</u> |
|--------------------|---------------------------|--------------------|
|--------------------|---------------------------|--------------------|

C. U.S. Provisional Application filed within 12 months prior to this application

| <u>Serial Number</u> | <u>Filing Date</u> |
|----------------------|--------------------|
| 60/202,335 | May 5, 2000 |

PRIORITY CLAIM (35 USC §120)

I hereby claim the benefit under Title 35, United States Code, §120, of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose information that is material to the examination of this application (namely, information where there is substantial likelihood that a reasonable Examiner would consider it important in deciding whether to allow the application to issue as a patent) which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application.

No such applications have been filed.
 Such applications have been filed, as follows:

| <u>Serial Number</u> | <u>Filing Date</u> | <u>Patented</u> | <u>Pending</u> | <u>Abandoned</u> |
|----------------------|--------------------|--------------------------|-------------------------------------|--------------------------|
| 09/469,690 | December 22, 1999 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 09/469,692 | December 22, 1999 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

POWER OF ATTORNEY

I hereby appoint the following attorneys and/or agents to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

| | |
|-----------------------|-------------------------|
| B. Todd Patterson | Registration No. 37,906 |
| Raymond R. Moser, Jr. | Registration No. 34,682 |
| Keith M. Tackett | Registration No. 32,008 |
| Douglas H. Elliott | Registration No. 32,982 |
| William B. Patterson | Registration No. 34,102 |
| Phong D. Nguyen | Registration No. 43,833 |

Send correspondence and direct telephone calls to:

William B. Patterson
 THOMASON, MOSER & PATTERSON, L.L.P.
 3040 Post Oak Blvd., Suite 1500
 Houston, TX 77056
 Telephone: 713/623/4844

DECLARATION

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and, further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Full name of sole or first inventor: Neil A.A. Simpson

Inventor's signature: Neil A. Simpson Date: 15/05/2001

Residence: Aberdeen, Scotland
Burn of Daff Farm
Downies
Portlethen
Aberdeen, AB12 4QX
Scotland, United Kingdom

Post Office Address: Same as above. Country of Citizenship: UNITED KINGDOM
U.S.A.

Full name of second inventor: DAVID HAUGEN

Inventor's signature: _____ Date: _____

Residence: 408 North Iowa Avenue
League City, Texas 77573

Post Office Address: Same as above. Country of Citizenship: U.S.A.
U.S.A.

(Declaration ends with this page)

Full name of sole or first inventor:

Neil A.A. Simpson

Inventor's signature: _____

Date: _____

Residence:

Aberdeen, Scotland

Burn of Daff Farm

Downies

Portlethen

Aberdeen, AB12 4QX

Scotland, United Kingdom

Post Office Address:

Same as above.

U.S.A.

Country of Citizenship: UNITED KINGDOM

Full name of second inventor: DAVID HAUGEN

Inventor's signature: 

Date: 5/7/01

Residence:

408 North Iowa Avenue

League City, Texas 77573

Post Office Address:

Same as above.

U.S.A.

Country of Citizenship: U.S.A.

(Declaration ends with this page)



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

SEPTEMBER 19, 2001

PTAS

THOMSON, MOSER & PATTERSON, L.L.P.
WILLIAM B. PATTERSON
3040 POST OAK BOULEVARD
SUITE 1500
HOUSTON, TX 77056



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/09/2001

REEL/FRAME: 011972/0381

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

SIMPSON, NEIL A.A.

DOC DATE: 05/15/2001

ASSIGNEE:

HUAGEN, DAVID

DOC DATE: 05/07/2001

ASSIGNEE:

WEATHERFORD/LAMB, INC.
515 POST OAK BOULEVARD
SUITE 600
HOUSTON, TEXAS 77027

SERIAL NUMBER: 09828508

FILING DATE: 04/06/2001

PATENT NUMBER:

ISSUE DATE:

DOROTHY RILEY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

BEST AVAILABLE COPY

07-17-2001

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)U.S. Department of Commerce
Patent And Trademark Office

101778103

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

NEIL A.A. SIMPSON
DAVID HAUGEN

7-9-01

Date

05/15/2001
05/07/2001Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: _____

2. Name and address of receiving party(ies):

Name: Weatherford/Lamb, Inc.Internal Address: 3040 Post Oak BoulevardStreet Address: 515 Post Oak Boulevard

Suite 600

City: Houston, State: Texas Zip: 77027Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: _____ (Date of Filing)

A. Patent Application No.(s) 09/828,508

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William B. PattersonInternal Address: THOMASON, MOSER & PATTERSON, L.L.P.Street Address: 3040 Post Oak Boulevard, Suite 1500City: Houston State: TX Zip: 770566. Total number of applications and patents involved: 17. Total fee (37 C.F.R. 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account20-0782/WEAT/0081/WBP

8. Deposit account number:

20-0782/WEAT/0081/WBP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William B. Patterson
Name of Person SigningWilliam B. Patterson
Signature5 Jul '01
DateTotal number of pages including cover sheet, attachments and document: 5Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/16/2001 DBYRNE 00000250 200782 09828508

01 FC:581 40.00 CH

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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

| | | | |
|----|--|----|---|
| 1) | NEIL A.A. SIMPSON Aberdeen, Scotland Burn of Daff Farm Downies Portlethen Aberdeen, AB 12 4QX Scotland, United Kingdom | 2) | David Haugen 408 North Iowa Avenue League City, Texas 77375 |
|----|--|----|---|

(hereinafter referred to as Assignors), have invented a certain invention entitled:

APPARATUS AND METHODS FOR EXPANDING TUBULARS IN A WELLBORE

for which application for Letters Patent in the United States was filed on April 6, 2001 under Serial No. 09/828,508; and

WHEREAS, Weatherford/Lamb, Inc., a corporation of the State of Delaware, having a place of business at 515 Post Oak Boulevard, Suite 600, Houston, Texas 77027 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said

Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)

15/05/1, 2001



NEIL A.A. SIMPSON

2)

_____, 2001

DAVID HAUGEN

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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

| | | | |
|----|--|----|---|
| 1) | NEAL A.A. SIMPSON Aberdeen, Scotland Burn of Daff Farm Downies Portlethen Aberdeen, AB 12 4QX Scotland, United Kingdom | 2) | David Haugen 408 North Iowa Avenue League City, Texas 77375 |
|----|--|----|---|

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for which application for Letters Patent in the United States was filed on April 6, 2001 under Serial No. 09/828,508; and

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NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said

Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) _____, 2001 _____

NEAL A.A. SIMPSON

2) 5/7, 2001 _____

DAVID HAUGEN

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